

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

TRAVELERS CASUALTY AND SURETY COMPANY as
Administrator for RELIANCE INSURANCE COMPANY,
Plaintiff,

vs.

DORMITORY AUTHORITY - STATE OF NEW YORK,
TDX CONSTRUCTION CORP. and KOHN PEDERSEN
FOX ASSOCIATES, P.C.,

Defendants.

DORMITORY AUTHORITY OF THE STATE OF NEW
YORK and TDX CONSTRUCTION CORP.,

Third-Party Plaintiffs,

vs.

TRATAROS CONSTRUCTION, INC.,

Third-Party Defendant.

TRATAROS CONSTRUCTION, INC. and TRAVELERS
CASUALTY AND SURETY COMPANY,

Fourth-Party Plaintiffs,

vs.

CAROLINA CASUALTY INSURANCE COMPANY;
BARTEC INDUSTRIES INC.; DAYTON SUPERIOR
SPECIALTY CHEMICAL CORP. a/k/a DAYTON
SUPERIOR CORPORATION; SPECIALTY
CONSTRUCTION BRANDS, INC. t/a TEC; KEMPER
CASUALTY INSURANCE COMPANY d/b/a KEMPER
INSURANCE COMPANY; GREAT AMERICAN
INSURANCE COMPANY; NATIONAL UNION FIRE
INSURANCE COMPANY OF PITTSBURGH, PA.; UNITED
STATES FIRE INSURANCE COMPANY; ALLIED WORLD
ASSURANCE COMPANY (U.S.) INC. f/k/a COMMERCIAL
UNDERWRITERS INSURANCE COMPANY; ZURICH
AMERICAN INSURANCE COMPANY d/b/a ZURICH
INSURANCE COMPANY; OHIO CASUALTY
INSURANCE COMPANY d/b/a OHIO CASUALTY GROUP;
HARLEYSVILLE MUTUAL INSURANCE COMPANY
(a/k/a HARLEYSVILLE INSURANCE COMPANY,); JOHN
DOES 1-20 and XYZ CORPS. 1-12,

Fourth-Party Defendants.

Case No. 07-CV-6915 (DLC)
ECF CASE

**FOURTH-PARTY
PLAINTIFFS' ANSWER TO
COUNTERCLAIM OF
OHIO CASUALTY
INSURANCE COMPANY
d/b/a OHIO CASUALTY
GROUP**

Plaintiff/Counterclaim Defendant/Fourth-Party Plaintiff, Travelers Casualty and Surety Company (“Travelers”), and Third-Party Defendant/Fourth-Party Plaintiff, Trataros Construction, Inc. (“Trataros”), by and through their attorneys, Dreifuss Bonacci & Parker, LLP, as and for their Answer to the counterclaim of Fourth-Party Defendant, Ohio Casualty Insurance Company d/b/a Ohio Casualty Group (hereinafter, the “Counterclaim”), allege as follows:

FIRST COUNT

1. Travelers and Trataros are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraphs 1 to 149 of the “Answer to Fourth-Party Complaint of Trataros Construction, Inc. and Travelers Casualty & Surety Company on behalf of Ohio Casualty Insurance Company d/b/a Ohio Casualty Group, Separate Defenses, Counterclaim and Crossclaims” (hereinafter the “Fourth-Party Answer”). Travelers and Trataros deny the First through Eighteenth Affirmative Defenses set forth in the Fourth-Party Answer filed by Ohio Casualty Insurance Company d/b/a Ohio Casualty Group (“Ohio Casualty”). With respect to Paragraph 1 of the First Count of Ohio Casualty’s Counterclaim, Travelers and Trataros repeat and reallege their answers to Paragraphs 1 to 149, and the First through Eighteenth Affirmative Defenses, as though said answers were set forth at length herein.

2. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the First Count of the Counterclaim, except admits that, upon information and belief, Ohio Casualty issued one or more insurance policies to Bartec Industries Inc. (“Bartec”). Travelers begs leave to refer to said insurance policy/ies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the First Count of the Counterclaim, except admits that, upon information and belief, Ohio

Casualty issued one or more insurance policies to Bartec. Trataros begs leave to refer to said insurance policy/ies at the time of trial for all terms and conditions set forth therein.

3. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the First Count of the Counterclaim, except admits that, upon information and belief, the insurance coverage provided by Ohio Casualty under the policy/ies issued to Bartec include commercial general liability coverage. Travelers begs leave to refer to said insurance policy/ies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the First Count of the Counterclaim, except admits that, upon information and belief, the insurance coverage provided by Ohio Casualty under the policy/ies issued to Bartec include commercial general liability coverage. Trataros begs leave to refer to said insurance policy/ies at the time of trial for all terms and conditions set forth therein.

4. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

5. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth

therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

6. Travelers denies the allegations contained in Paragraph 6 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros denies the allegations contained in Paragraph 6 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

7. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of the First Count of the Counterclaim, except denies said allegations to the extent that it is alleged no coverage exists for the claims at issue in the within action, under the insurance policies issued by Ohio Casualty to Bartec. Travelers begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of the First Count of the Counterclaim, except denies said allegations to the extent that it is alleged no coverage exists for the claims at issue in the within action, under the insurance policies issued by Ohio Casualty to Bartec. Trataros begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

8. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth

therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

9. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

10. Travelers denies the allegations contained in Paragraph 10 of the First Count of the Counterclaim. Trataros denies the allegations contained in Paragraph 10 of the First Count of the Counterclaim.

11. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

12. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of the First Count of the Counterclaim, and

begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

13. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

14. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

15. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the

truth of the allegations contained in Paragraph 15 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

16. Travelers answers that Paragraph 16 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of the First Count of the Counterclaim. Travelers begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros answers that Paragraph 16 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of the First Count of the Counterclaim. Trataros begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

17. Travelers answers that Paragraph 17 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of the First Count of the Counterclaim. Travelers begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros answers that Paragraph 17 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of the First Count of the Counterclaim. Trataros

begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

18. Travelers answers that Paragraph 18 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of the First Count of the Counterclaim. Travelers begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros answers that Paragraph 18 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of the First Count of the Counterclaim. Trataros begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

19. Travelers answers that Paragraph 19 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of the First Count of the Counterclaim. Travelers begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros answers that Paragraph 19 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of the First Count of the Counterclaim. Trataros

begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

20. Travelers answers that Paragraph 20 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Travelers denies the allegations contained in Paragraph 20 of the First Count of the Counterclaim. Travelers begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros answers that Paragraph 20 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Trataros denies the allegations contained in Paragraph 20 of the First Count of the Counterclaim. Trataros begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

21. Travelers denies the allegations contained in Paragraph 21 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros denies the allegations contained in Paragraph 21 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

22. Travelers denies the allegations contained in Paragraph 22 of the First Count of the Counterclaim. Trataros denies the allegations contained in Paragraph 22 of the First Count of the Counterclaim.

23. Travelers answers that Paragraph 23 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of the First Count of the Counterclaim. Travelers

begs leave to refer to any and all relevant insurance policies at the time of trial for all terms and conditions set forth therein. Trataros answers that Paragraph 23 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of the First Count of the Counterclaim. Trataros begs leave to refer to any and all relevant insurance policies at the time of trial for all terms and conditions set forth therein.

24. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of the First Count of the Counterclaim, except admits that, upon information and belief, Ohio Casualty issued one or more insurance policies to Bartec. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of the First Count of the Counterclaim, except admits that, upon information and belief, Ohio Casualty issued one or more insurance policies to Bartec.

25. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of the First Count of the Counterclaim, and begs leave to refer to said insurance policy/ies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of the First Count of the Counterclaim, and begs leave to refer to said insurance policy/ies at the time of trial for all terms and conditions set forth therein.

26. Travelers answers that Paragraph 26 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Travelers is without knowledge or information sufficient to form a belief as to the truth

of the allegations contained in Paragraph 26 of the First Count of the Counterclaim. Travelers begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros answers that Paragraph 26 of the First Count of the Counterclaim alleges a legal conclusion to which no response is required. To the extent that a response may be required, Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of the First Count of the Counterclaim. Trataros begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

27. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

28. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

29. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the First Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

30. Travelers denies the allegations contained in Paragraph 30 of the First Count of the Counterclaim. Trataros denies the allegations contained in Paragraph 30 of the First Count of the Counterclaim.

WHEREFORE, Travelers and Trataros demand judgment against Ohio Casualty for the following relief:

- a. dismissal of the Counterclaim with prejudice;
- b. declaration that coverage exists for the claims at issue in the within action under the insurance policy/ies issued by Ohio Casualty to Bartec;
- c. award of attorneys fees, costs and disbursements; and
- d. such other and further relief as the Court deems just and proper.

SECOND COUNT

31. Travelers and Trataros repeat and reallege each and every answer to the preceding paragraphs of the Counterclaim as though same were set forth at length herein.

32. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the Second Count of the Counterclaim, except admits that upon information and belief, Ohio Casualty issued one or more insurance

policies to G.M. Crocetti, Inc. ("Crocetti"). Travelers begs leave to refer to said insurance policy/ies at the time of trial for all terms and conditions set forth therein. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of the First Count of the Counterclaim, except admits that upon information and belief, Ohio Casualty issued one or more insurance policies to Crocetti. Trataros begs leave to refer to said insurance policy/ies at the time of trial for all terms and conditions set forth therein.

33. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

34. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

35. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of the Second Count of the Counterclaim, except denies said allegations to the extent it is alleged that no coverage exists for the claims at

issue in the within action, under the insurance policies issued by Ohio Casualty to Crocetti. Travelers begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of the Second Count of the Counterclaim, except denies said allegations to the extent it is alleged that no coverage exists for the claims at issue in the within action, under the insurance policies issued by Ohio Casualty to Crocetti. Trataros begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

36. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 6 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

37. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of the Second Count of the Counterclaim. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 7 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policy/ies at the time of trial for all terms and conditions set forth therein.

38. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions

set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 8 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

39. Travelers denies the allegations contained in Paragraph 9 of the Second Count of the Counterclaim. Trataros denies the allegations contained in Paragraph 9 of the Second Count of the Counterclaim.

40. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of the Second Count of the Counterclaim, and begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

41. Travelers answers that Paragraph 11 of the Second Count of the Counterclaim alleges a legal conclusion, to which no response is required. To the extent that a response may be required, Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Second Count of the Counterclaim. Travelers begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein. Trataros answers that Paragraph 11 of the Second Count of the Counterclaim alleges a legal conclusion, to which no response is required. To the extent that a response may be required, Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Second Count of the

Counterclaim. Trataros begs leave to refer to the insurance policies at the time of trial for all terms and conditions set forth therein.

42. Travelers denies the allegations contained in Paragraph 12 of the Second Count of the Counterclaim. Trataros denies the allegations contained in Paragraph 12 of the Second Count of the Counterclaim.

43. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of the Second Count of the Counterclaim, except denies said allegations to the extent it is alleged/implied that no coverage exists for the claims at issue in the within action, under the insurance policies issued by Ohio Casualty to Crocetti. Travelers begs leave to refer to the document referenced in Ohio Casualty's allegations at the time of trial for the matters set forth therein. Trataros is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of the Second Count of the Counterclaim, except denies said allegations to the extent it is alleged/implied that no coverage exists for the claims at issue in the within action, under the insurance policies issued by Ohio Casualty to Crocetti. Trataros begs leave to refer to the the document referenced in Ohio Casualty's allegations at the time of trial for the matters set forth therein.

WHEREFORE, Travelers and Trataros demand judgment against Ohio Casualty for the following relief:

- a. dismissal of the Counterclaim with prejudice;
- b. declaration that coverage exists for the claims at issue in the within action under the insurance policy/ies issued by Ohio Casualty to Crocetti;
- c. award of attorneys fees, costs and disbursements; and
- d. such other and further relief as the Court deems just and proper.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Counterclaim fails to state a cause of action upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The relief requested by Ohio Casualty is barred to the extent that coverage exists for the claims at issue in the within action under the insurance policy/ies issued by Ohio Casualty to Bartec.

THIRD AFFIRMATIVE DEFENSE

The relief requested by Ohio Casualty is barred to the extent that coverage exists for the claims at issue in the within action under the insurance policy/ies issued by Ohio Casualty to Crocetti.

FOURTH AFFIRMATIVE DEFENSE

The Counterclaim is barred by the doctrine of estoppel.

FIFTH AFFIRMATIVE DEFENSE

The Counterclaim is barred by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

The Counterclaim is barred by the doctrine of waiver.

SEVENTH AFFIRMATIVE DEFENSE

The Counterclaim is barred as it may not properly be interposed in this action.

EIGHTH AFFIRMATIVE DEFENSE

The Counterclaim is barred under the doctrine of release.

NINTH AFFIRMATIVE DEFENSE

The Counterclaim is barred by documentary evidence.

TENTH AFFIRMATIVE DEFENSE

Travelers and Trataros reserve their rights to rely upon any and all additional defenses available to them, and all Defendants, third-party defendants, fourth-party defendants, and other parties to the above-captioned matter, and any and all defenses asserted by Trataros and/or Travelers against claims or counter-claims asserted by any party to this action.

ELEVENTH AFFIRMATIVE DEFENSE

Travelers and Trataros reserve their rights to rely upon any and all additional defenses which may be disclosed during discovery in the within action.

Dated: Florham Park, New Jersey
January 16, 2008

DREIFUSS BONACCI & PARKER, LLP

By: _____ /S/

Eli J. Rogers (ER:6564)
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TO: see attached Service List